

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): July 28, 2015

Remark Media

Remark Media, Inc.

Delaware (State or other jurisdiction of incorporation)	001-33720 (Commission File Number)	33-1135689 (IRS Employer Identification No.)
3930 Howard Hughes Parkway, Suite 400 Las Vegas, NV	89169 (Zip Code)	702-701-9514 (Registrant's telephone number, including area code)

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On July 28, 2015, Remark Media, Inc. (“we”, “us” or “our”) entered into a Settlement Agreement and Mutual General Release (the “Settlement Agreement”) with Bombo Sports & Entertainment, LLC (“BSE”) and Robert S. Potter (the “Principal”). The Settlement Agreement is related to that certain Loan Agreement, dated as of February 11, 2014, as amended by that certain Amendment No. 1 to Loan Agreement, dated as of April 16, 2014, by and between us and BSE (as amended, the “Loan Agreement”), pursuant to which we loaned BSE a total of \$1.35 million. The Settlement Agreement provides for, among other things: (i) the settlement of our legal proceedings and release of our claims against BSE and the Principal, including for payment of all amounts due under the Loan Agreement; (ii) the termination of all agreements between us and the Principal; and (iii) certain other agreements and releases. Our entry into the Loan Agreement and the terms and conditions thereof were disclosed in our Current Reports on Form 8-K filed with the Securities and Exchange Commission on February 18, 2014 and on April 23, 2014.

On July 28, 2015, in connection with the Settlement Agreement, we also entered into a Servicing Agreement with BSE (the “Servicing Agreement”). The Servicing Agreement provides, among other things, for the following:

- (i) for a period of two years, BSE will loan to us the services of the Principal for up to 100 hours each year;
- (ii) for a period of two years, we may, at our option, engage BSE to produce a total of four one-hour length projects at cost;
- (iii) for a period of five years, we will have the exclusive right to use BSE’s film library (the “BSE Library”) in specified Asian-Pacific countries and territories (the “Asia Pacific Territory”), to the extent of BSE’s rights thereto and subject to BSE’s approval of any license or similar agreement governing our exploitation thereof (not to be unreasonably withheld), with us retaining the first \$500,000 of net profit and any additional net profit split equally between us and BSE; and
- (iv) for a period of five years, we will have the right to purchase 10% of BSE for \$1.50 or 20% of BSE for \$5.00, provided that if we exercise this right, commencing on the six-month anniversary of such acquisition, we will be obligated to market the BSE Library in the Asia Pacific Territory for a period of 10 years, with us retaining 50% of the first \$500,000 of net profits from such marketing and 25% of net profits thereafter, and us receiving \$100,000 per year for such marketing services beginning on the 18-month anniversary of such acquisition.

The foregoing descriptions of the Settlement Agreement and the Servicing Agreement are not complete and are qualified in their entirety by reference to the full text of such documents, which we have filed herewith as Exhibit 10.1 and Exhibit 10.2, respectively, and are incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

The information set forth in Item 1.01 regarding the Loan Agreement is incorporated into this Item 1.02 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Settlement Agreement and Mutual General Release, dated as of July 28, 2015, by and among Remark Media, Inc., Bombo Sports & Entertainment, LLC and Robert S. Potter.
10.2	Servicing Agreement, dated as of July 28, 2015, by and between Remark Media, Inc. and Bombo Sports & Entertainment, LLC.

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Remark Media, Inc.

Date: July 30, 2015

By: */s/ Douglas Osrow*

Name: Douglas Osrow
Title: *Chief Financial Officer*

SETTLEMENT AGREEMENT AND
MUTUAL GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE (“Settlement Agreement”) is made and entered into by and among Remark Media. Inc. (“Remark”), on the one hand, and Bombo Sports & Entertainment, LLC (“bombo”) and Robert S. Potter (“Potter”), on the other hand. Remark, bombo and Potter are referred to collectively as the “Parties” and singularly as a “Party.”

RECITALS

WHEREAS, on November 4, 2014, Remark filed a Complaint styled Remark Media, Inc. v. Bombo Sports & Entertainment, LLC and Robert S. Potter, United States District Court, District of Nevada, Case No. 2:14-cv-01851 (the “Litigation”), asserting claims for Breach of Contract, and Fraud and Seeking Monetary Damages, Foreclosure on Collateral, Injunctive Relief, and Declaratory Judgment;

WHEREAS, in the Complaint, Remark sought, among other things, a declaration of the rights, duties and obligations of the parties with respect to collateral under February and April Loan Documents, compensatory and/or expectation damages, consequential and/or incidental damages, general, special and punitive damages, foreclosure upon assets described in a UCC

Financing Statement, injunctive relief, interest, costs of suit and other and further relief (all as described in the Complaint) (“Remark’s Prayer”);

WHEREAS, the Parties desire to avoid the costs of prosecuting and defending the Litigation, including any additional claims that Remark could have asserted against bombo and/or Potter and any claims that could have been asserted by bombo and/or Potter against Remark (collectively the “Potential Claims”), and to secure a full and complete settlement of the Litigation, Remark’s Prayer and the Potential Claims (collectively the “Settled Claims”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties enter into this Settlement Agreement on the terms set forth below.

TERMS OF AGREEMENT

1. This Settlement Agreement is effective as of the last day of the signatures by the Parties below (the “Effective Date”).

2. Upon the exchange of this Settlement Agreement executed by all Parties, each of the Parties, on its own behalf and, as applicable, on behalf of its parent corporations, subsidiaries, affiliates, successors and assigns and each of their respective past and present officers, directors, employees, individual members, shareholders, partners, investors, agents, attorneys, servants, lenders, and each of their respective spouses, representatives, beneficiaries, heirs,

licensees and assignees, and each of them, separately and collectively (collectively the “Releasers”), hereby release each of the other Parties, and as applicable, such other Party’s parent corporations, subsidiaries, affiliates, successors and assigns and each of their respective past and present officers, directors, employees, individual members, shareholders, partners, investors, agents, attorneys, servants, lenders, and each of their respective spouses, representatives, beneficiaries, heirs, licensees and assignees, and each of them, separately and collectively (collectively the “Releasees”), from any and all claims, liens, demands, causes of action, obligations, damages and liabilities of any nature whatsoever, known or unknown, suspected or unsuspected, that said individuals and entities ever had, now have or may claim to have had against the Releasees concerning the substance of the Settled Claims as they may have existed as of the Effective Date (the “Released Matters”). For the avoidance of doubt, all agreements between any of the Remark Releasers and Potter, including but not limited to the February and April Loan Documents, are forever extinguished with no further obligation on the part of any Party thereto (Remark will cooperate with Potter and bombo (who bear primary responsibility for preparing the necessary documents) to cause any UCC or other similar filing or recording against Potter and/or bombo to be withdrawn, extinguished or otherwise inoperative as soon is reasonably practicable).

4. Within a reasonable time period of Remark's counsel's receipt of this Settlement Agreement executed by bombo and Potter, Remark's counsel will, with cooperation from counsel for bombo and Potter, cause a Stipulation of Dismissal with Prejudice to be submitted in the Litigation. The Parties agree to take any and all actions necessary to effect such dismissal. The parties will make their best efforts to have the stipulation filed as soon as is reasonably practicable. If one Party is dissatisfied with the cooperation of the other Party, that Party can file a motion for dismissal with prejudice based on this Settlement Agreement and attach this Settlement Agreement as an exhibit to the motion to dismiss.

5. Insofar as the Released Matters are concerned, the Releasors expressly waive and relinquish any right or benefit available to them in any capacity under the provisions of section 1542 of the Civil Code of California, or any other statute or legal principle with similar effect, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

3. Each Party will bear its own legal fees and costs incurred in the Litigation, including such fees and costs as are necessary to consummate this Settlement Agreement except as provided otherwise in the Agreement.

4. This Settlement Agreement is governed by, and is to be interpreted according to, the laws of the State of Nevada, without regard to any conflict of laws. The venue for any dispute shall be the federal/state courts located in Las Vegas, Nevada and the Parties submit to Nevada jurisdiction for such purposes. In the case of a dispute, the prevailing party shall be awarded its reasonable costs, including attorneys' fees. The definition of a prevailing party will depend on an evaluation of the dispute as a whole and the party most successful in the action. The defending party is on an equal footing with the party prosecuting claims, and the prosecuting party will not be considered the prevailing party simply by obtaining a recovery of some sort. If the defending party is the more successful party, the defending party will be the prevailing party.

5. Each Party represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, that it has the sole right, exclusive authority, and capacity to execute this Settlement Agreement, and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of

any claim or demand, or any portion of or interest in any claim or demand, relating to any matter covered hereby.

6. Each Party represents and agrees that this Settlement Agreement is binding upon itself and, as applicable, its parents, subsidiaries and affiliates and each of their respective successors and assigns.

7. The Parties understand and agree that this Settlement Agreement may not be modified except in a writing signed by all Parties.

8. Counsel for the respective Parties have reviewed and revised this Settlement Agreement. The rule of construction that ambiguities in an agreement can be construed against the party responsible for drafting the agreement or otherwise causing an ambiguity shall not be applied to this Settlement Agreement. Each Party waives California Civil Code Section 1654 and any other statutory or common law principle of similar effect.

9. This Settlement Agreement neither constitutes nor should be construed as an admission by any Party of any matters alleged by any other Party in the Litigation or in any correspondence or other communications between the Parties or their respective counsel, or of any other liability or wrongdoing whatsoever, all of which is expressly denied.

10. It is agreed by the Parties that the terms of the settlement herein shall remain confidential and shall not be communicated by the Parties or by

any of their respective agents, servants, employees, attorneys or other representatives to any other person, firm or entity, except as provided herein. No reference to the Litigation however described, or the settlement entered into by the Parties, shall be reported, mentioned or described in any fashion to the media or any publication, nor shall it be mentioned or described in any fashion on the internet, except as provided herein. Notwithstanding the foregoing, the Parties may disclose such information as the existence of the Litigation and the claims asserted therein, and may disclose the terms, condition, negotiation, or implementation of this Settlement Agreement only as follows:

- a. As required by order of court, or as required by law, or as required to be disclosed to any governmental agency or included in public filings such as those with the Securities and Exchange Commission; or
- b. To the Parties' auditors, tax preparers, attorneys or accountants for tax filing purposes or required public reports such as those with the Securities and Exchange Commission; or
- c. As necessary in any action or proceeding brought to enforce the terms of this Settlement Agreement; or
- d. By mutual written agreement of the Parties.

In addition, each of the Parties hereto agrees to not publicly disparage any other Party hereto.

11. The Parties acknowledge and agree that: (a) no other consideration other than as provided for by this Settlement Agreement has been, is being or will be paid or furnished; (b) no representations or warranties have been or are being made by any Party to any other Party unless expressly set forth in this Settlement Agreement; and (c) this Settlement Agreement sets forth the entire agreement between the Parties hereto with respect to settlement of the Litigation, and fully supersedes any and all prior and contemporaneous agreements or understandings, whether oral or written, pertaining to the subject matter hereof; and (d) in connection with settlement of the Litigation, each Party affirms that it has not relied upon anything said or done by the other Party outside of the content of this Settlement Agreement.

12. The provisions of this Settlement Agreement are severable, and if any part of it is found to be unenforceable, the other parts shall remain fully valid and enforceable to the extent consistent with the intent of this Settlement Agreement as a whole.

13. Each Party acknowledges and agrees that it has freely and voluntarily entered into and executed this Settlement Agreement, that it has been represented by legal counsel of its own choosing throughout all

negotiations that preceded the execution of this Settlement Agreement, and that it has executed this Settlement Agreement with advice of such legal counsel.

14. This document may be executed in duplicate originals. Delivery to the other Party of a facsimile or PDF copy of the executed Settlement Agreement shall have the same force and effect as execution of an original.

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15. Each Party agrees to execute any additional documents, agreements or notices reasonably necessary to effectuate the terms of this Settlement Agreement.

Executed at Las Vegas, NV this 24th day of July 2015,

By

/s/ Douglas Osrow

Douglas Osrow

(print name)

CFO

(title)

For Remark Media, Inc.

Executed at NY, NY this 28th day of July 2015,

By

/s/ Robert S. Potter

Robert S. Potter

(print name)

CEO

(title)

For Bombo Sports &
Entertainment, LLC

Executed at NY, NY this 28th day of July 2015,

By

/s/ Robert S. Potter

Robert S. Potter

SERVICING AGREEMENT

THIS Servicing Agreement is made and entered into by and among Remark Media. Inc. (“Remark”), on the one hand, and Bombo Sports & Entertainment, LLC (“bombo”), on the other hand. Remark and bombo are referred to collectively as the “Parties” and singularly as a “Party.”

RECITALS

WHEREAS, the Parties wish to enter into an agreement effective as of the last date of the signatures by the Parties below (the “Effective Date”) pursuant to which each Party agrees to provide certain services to the other in accordance with the terms set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties enter into this Servicing Agreement on the terms set forth below.

TERMS OF AGREEMENT

1. For a period of two years from the Effective Date of this Servicing Agreement, bombo will loan to Remark the services of Robert S. Potter (“Potter”), for up to 100 hours each year. The services will not include the production of films. bombo will not present itself to any third party as Remark’s agent or representative, unless requested to do so, in writing, by Remark, nor will bombo permit Potter to do so.

2. For a period of two years from the Effective Date of this Servicing Agreement, Remark may, at its option, engage bombo at bombo's cost to produce a total of four one-hour length projects. For purposes of this paragraph, "bombo's cost" shall include only costs that are specific to a project for which it is engaged and shall not include any general and administrative expenses ("G & A") of bombo.

3. For a period of five years from the Effective Date of this Servicing Agreement, and subject to bombo's written approval of any license or other similar agreement governing Remark's exploitation (such approval not to be unreasonably withheld), Remark will have the exclusive right in China, Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Singapore, Thailand, Vietnam, East Timor, Hong Kong, Macau, Japan, South Korea, Australia, Federated States of Micronesia, Kiribati, Nauru, New Zealand, Samoa, Solomon Islands, Palau, Papua New Guinea, Marshall Islands, Vanuatu, Tonga, Tuvalu, American Samoa, Fiji, Guam, Mongolia, Northern Mariani Islands, Taiwan, Wallis and Futuna (collectively the "Asia Pacific Territory") to use the "bombo Library" (as defined below). If Remark seeks to use product from the bombo Library and bombo does not at the time own the required rights, bombo will undertake reasonable good faith efforts to obtain the rights for the benefit of Remark (e.g., acquiring licenses from third parties that may be needed for Remark to exploit such rights), but bombo

makes no representations or warranties with respect to its ability to acquire such rights or licenses. Should Remark exploit the bombo Library as permitted above: (a) Remark shall not encumber any portion of the bombo library beyond five years from the Effective Date; and (b) Remark shall retain the first \$500,000 of net profit (defined as revenues minus commissions actually paid to unrelated third parties, not to exceed market rates) received as a result thereof with all net profit received thereafter split equally between Remark and bombo (*i.e.*, on a 50-50 basis).

4. Remark shall provide bombo and its counsel written notice (in accordance with the notice provision set forth below in Paragraph 15) of its intent to enter into a license or other similar agreement for the Asia Pacific Territory before making a binding commitment to any third party; said notice shall contain all of the necessary particulars to enable bombo to make a good faith assessment of the proposed license or other agreement. bombo shall be deemed to have provided its written approval if it does not provide written notification pursuant to Paragraph 15 of an objection to the proposed license or other similar agreement by midnight Pacific time on the third business day following Remark's notice. The written objection must fully state the basis for the objection. If it does not accede to the objection, Remark shall give a written notification of its response to the objection by midnight on the third business day following the objection. Remark's written response will fully

state Remark's position. Within three business days of Remark's response, the Parties will have a phone conference to make a good faith effort to resolve their differences. If they cannot reach a resolution, Remark may institute an arbitration with JAMS in Las Vegas, Nevada. The Parties agree that, once selected, the arbitrator shall conduct an expedited hearing (without any rights of discovery or briefing beyond bombo's objection and Remark's response) within three weeks of his or her appointment and shall decide the issue by written decision within one week of the hearing.

5. For a period of five years from the Effective Date of this Servicing Agreement, Remark will have the right to purchase ten percent (10%) of bombo for \$1.50 or twenty percent (20%) of bombo for \$5.00. If Remark acquires at least ten percent (10%) of bombo pursuant to the terms of this paragraph, then, commencing on the six-month anniversary of Remark's acquisition, Remark shall be obligated to market the "bombo Library" in the Asia Pacific Territory for a period of ten years. Remark will be entitled to retain fifty percent (50%) of the first \$500,000 of net profits earned from such marketing (with Remark's expenses calculated solely based on its actual out-of-pocket expenses, which shall not include Remark's G & A or any expenses associated with traveling to the Asia Pacific Territory); thereafter, Remark will be entitled receive twenty-five percent (25%) of net profits earned from such marketing. As additional compensation for

Remark's marketing services as provided in this paragraph, bombo will pay Remark \$100,000 per year, beginning on the eighteen-month anniversary of Remark's acquisition of bombo. Remark acknowledges and agrees that its marketing obligations herein shall be deemed to be personal and non-delegable, and that bombo's payment obligations shall terminate in the event that Remark is unwilling or is itself unable to perform the marketing obligations.

6. The Parties' rights and obligations under Paragraphs 1 through 5, inclusive, of this Servicing Agreement (including Remark's marketing obligations and bombo's payment obligations under Paragraph 5), shall immediately terminate in the event of insolvency, bankruptcy and/or a change of control of Remark (a "Termination Event"). Notwithstanding the foregoing, if Remark has exploited the bombo Library pursuant to Paragraphs 3 and/or 4 of this Servicing Agreement before a Termination Event occurs, bombo shall be entitled to its share of revenues from such exploitation as set forth in said paragraphs. Similarly, notwithstanding the foregoing, if Remark engages bombo pursuant to Paragraph 2 of this Servicing Agreement before a Termination Event occurs, bombo shall be entitled to the compensation set forth in said paragraph.

7. The Parties acknowledge and agree that bombo's library changes from time to time, and will likely continue to change in the future. Therefore,

for purposes of Paragraphs 3 and 4 of this Servicing Agreement, the “bombo Library” shall refer to the film titles or rights owned or controlled by bombo at each point in time that Remark seeks to exploit a particular title. Similarly, for purposes of Paragraph 5, Remark is obligated to market the bombo Library only to the extent titles or rights therein are owned or controlled by bombo at each point in time during the ten-year period provided for in Paragraph 5. Attached as Exhibit A is a list of the “bombo Library” as of the Effective Date and a general disclosure of applicable limitations, which bombo shall update quarterly. bombo states, and Remark understands, that bombo does not own all rights necessary for Remark to exploit its rights (as set forth above in Paragraph 3) for all of the titles on the list. If bombo generates new product, such new product will be included in the “bombo Library.” For the avoidance of doubt, nothing herein precludes Potter from generating new product outside of bombo (which shall not become part of the “bombo Library”), provided he does so in the ordinary course and not for the purpose of frustrating Remark’s rights as set forth in Paragraphs 3 and 4 of this Servicing Agreement; bombo will inform Remark on a quarterly basis of any such new products generated by Potter. For the further avoidance of doubt, except as provided in this paragraph and Paragraph 3, nothing herein obligates bombo to retain, renew or acquire any titles or rights therein or to attempt to retain, renew or

acquire any titles or rights therein, any or all of which may expire, terminate or be disposed of for good and valuable consideration.

8. Bombo agrees and acknowledges that Remark is permitted to file a copy of this Servicing Agreement and a description of the terms thereof with the Securities and Exchange Commission, and to make any other disclosures regarding this Servicing Agreement and the related transactions without restriction.

9. This Servicing Agreement is governed by, and is to be interpreted according to, the laws of Nevada, without regard to any conflict of laws.

- (a) Any dispute arising out of this Servicing Agreement will be resolved by trying mediation first and then through arbitration, if necessary.
- (b) When either Party believes that a dispute has arisen, either Party may send the other Party a document entitled "Notice of Dispute." The Notice of Dispute shall state in general terms (i) what the dispute is, (ii) the Party's position regarding the dispute, and (iii) the grounds supporting the Party's position with respect to the dispute. Within seven business days, the opposing Party will respond with a document entitled "Response to Notice of Dispute" responding to (i), (ii) and (iii) of the Notice of Dispute. Neither the Notice of Dispute nor the Response to the Notice of Dispute shall be longer than two pages.
- (c) Within seven days of the Response to Notice of Dispute, the Parties shall confer by telephone to mediate the dispute informally.
- (d) If the dispute cannot be resolved within those seven days or if the Parties cannot agree to an alternative framework for the Parties to resolve the dispute, the Party sending the Notice of Dispute can initiate expedited, confidential dispute resolution with JAMS in Las Vegas or such other location as the Parties may agree. The Parties

can agree to consolidate multiple Notices of Dispute into one JAMS proceeding at any time.

- (e) A formal mediation with a JAMS mediator (who can also be the arbitrator if the Parties agree) will be required within thirty days of when a claim is commenced with JAMS. All documents from the mediation will be confidential.
- (f) If the JAMS mediation does not successfully resolve the dispute, then the Parties will resolve their dispute through binding arbitration with JAMS in Las Vegas or such other location as the Parties may agree. Within fourteen days after the JAMS mediation, the Parties will exchange an initial disclosure of all documents that they consider relevant to the case, a list of witnesses they consider relevant to the case, and a non-conclusory summary of the expected testimony of each of the witnesses. The Parties may serve written requests for the production of documents and notices of deposition. The number of depositions shall be limited to three unless the Parties agree otherwise or the arbitrator determines that fairness requires more than three. The evidentiary hearing by the JAMS arbitrator shall commence within four months after the mediation unless the Parties agree otherwise or the arbitrator determines that fairness requires otherwise. The evidentiary hearing shall be transcribed by a certified court reporter at the request of either Party at the expense of both Parties equally. Unless the Parties agree otherwise, the written decision by the arbitrator shall be rendered within thirty days of the conclusion of the evidence when there is no transcript or within thirty days of the delivery to the Parties of a complete transcript of the hearing, whichever is later. The arbitrator shall decide on the timing and procedure for the post-hearing briefing and closing arguments in order to render the decision timely. The arbitration fees and expenses shall be borne by the Parties equally. The equal division of joint expenses will not be disturbed by a shifting of attorneys' fees and other litigation costs in favor of a prevailing Party (if any) permitted by Paragraph 17 below (which is incorporated into this arbitration agreement). If a Party fails to pay the court reporter, fails to pay JAMS, or fails to pay other agreed joint expenses, the other Party shall be entitled to an arbitration award by default after a prove-up hearing on the issue of damages only. The arbitration will be limited to the issues in the Notice(s)

of Dispute and Response(s) to Dispute unless the Parties agree otherwise or the arbitrator determines that the scope of the arbitration should be expanded out of fairness or to save money for the Parties collectively. After the arbitration award has been rendered, it can be confirmed or vacated in Nevada federal court or Nevada state court in accordance with the applicable statutes. Once post-arbitration proceedings have commenced in Nevada federal court or Nevada state court, all subsequent post-arbitration proceedings must be in that same court. All documents in the arbitration shall be confidential, including the arbitrator's decision, but the arbitrator shall prepare a document separate from the decision that will be entitled "Arbitration Award," which shall state in summary terms suitable for public viewing the result of the arbitration as necessary for entry of an enforceable judgment by a court. The Arbitration Award will be the only document from the arbitration to be filed in proceedings to confirm or vacate the Arbitration Award, except as may be necessary to challenge the Arbitration Award (and then only after a good faith effort by both Parties to have everything relating to the substance of the arbitration filed under seal without public access to the private dealings of the Parties and the way they conduct their businesses). The arbitrator shall have the authority to render any relief that a duly constituted court could render, including monetary, equitable and injunctive relief.

(g) The term "confidential" shall be interpreted to mean that the information will not be disclosed to anyone other than the Parties, their lawyers, JAMS, court reporters, witnesses, and other necessary persons who, like the other persons in the list, agree to keep the information confidential.

10. Each Party represents and warrants that it has authority to enter into this Servicing Agreement and that doing so will not violate any law or the terms of any other agreement to which it (or its affiliated entities) is a party.

11. The Parties understand and agree that this Servicing Agreement may not be modified except in a writing signed by all Parties.

12. Counsel for the respective Parties have reviewed and revised this Servicing Agreement. The rule of construction that ambiguities in an agreement can be construed against the party responsible for drafting the agreement or otherwise causing an ambiguity shall not be applied to this Servicing Agreement. Each Party waives California Civil Code Section 1654 and any other statutory or common law principle of similar effect.

13. The Parties acknowledge and agree that: (a) no other consideration other than as provided for by this Servicing Agreement has been, is being or will be paid or furnished; (b) no representations or warranties have been or are being made by any Party to any other Party unless expressly set forth in this Servicing Agreement; (c) this Servicing Agreement sets forth the entire agreement between the Parties hereto regarding the subject matter addressed by this Servicing Agreement, and fully supersedes any and all prior and contemporaneous agreements or understandings, whether oral or written, pertaining to the subject matter hereof, all of which are merged into this Servicing Agreement; and (d) in connection with the subject matter addressed by this Servicing Agreement, each Party affirms that it has not relied upon anything said or done by the other Party outside of the content of this Servicing Agreement.

14. The provisions of this Servicing Agreement are severable, and if any part of it is found to be unenforceable, the other parts shall remain fully valid and enforceable to the extent consistent with the intent of this agreement as a whole.

15. All notices expressly or implicitly required by this Servicing Agreement shall be given as follows:

To bombo:

By email to bob@bombo.com, with a copy to mkatz@smrh.com (or such successors as bombo may designate)

To Remark:

By email to stao@remarkmedia.com and dosrow@remarkmedia.com, with a copy to sahluwalia@sklar-law.com (or such successors as Remark may designate)

16. This document may be executed in duplicate originals. Delivery to the other Party of a facsimile or PDF copy of the executed Servicing Agreement shall have the same force and effect as execution of an original.

17. In the case of a dispute arising from this Agreement, the prevailing party shall be awarded its reasonable costs, including attorneys' fees. The determination of a prevailing party will depend on an evaluation of the dispute as a whole and the party most successful in the action under the totality of the circumstances. That determination will not be made solely

on the basis of determining if a party obtained a recovery of some sort. The defending party can be the prevailing party even if the claimant has a recovery.

Executed at Las Vegas, NV this 24th day of July 2015,

By

/s/ Douglas Osrow

Douglas Osrow

(print name)

CFO

(title)

For Remark Media, Inc.

Executed at NY, NY this 28th day of July 2015,

By

/s/ Robert S. Potter

Robert S. Potter

(print name)

CEO

(title)

For Bombo Sports &
Entertainment, LLC